

**TOWN OF VINTON, VIRGINIA
REQUEST FOR PROPOSALS
RFP # TOVTM 13-3
DESIGN OF MARKETING AND BRANDING MATERIALS
FOR THE TOWN OF VINTON AND WAR MEMORIAL**

The Town of Vinton is accepting proposals for the design of a marketing campaign and branding materials to include the Vinton War Memorial, Downtown Vinton and the Town of Vinton and its corridors. Proposals must be submitted to: Ryan Spitzer, Assistant to the Town Manager, 311 S. Pollard St., Vinton, VA 24179, no later than 4:00 pm, May 31, 2013. All proposals must indicate RFP title, number and bid date on the envelope.

Interested parties may download a copy of the RFP from the Town's website at <http://www.vintonva.gov/bids.aspx> or contact Town Hall at (540) 983-0607. Questions can be directed to Ryan Spitzer, Assistant to the Town Manager, (540) 343-1508 or rspitzer@vintonva.gov. The Town of Vinton is an Equal Opportunity Employer.

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DESIGN OF MARKETING AND BRANDING MATERIALS
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I. Purpose

The Town of Vinton is requesting proposals from qualified designers of marketing materials to arrive at a contract through competitive negotiations to cover the design of a marketing campaign and branding package. The project will include development of a comprehensive marketing package to include, but not limited to, branding and logo design, promotional brochure, and downtown dining guide. The firm should build off of the current study done for the Town of Vinton.

II. Background

The Town of Vinton is located in Roanoke County adjacent to the City of Roanoke and along the Blue Ridge Parkway. With a population of just over 8,000, Vinton is a vibrant community that has witnessed significant growth and change over the past several decades.

The community was settled in the late 1700's as Gish's Mill and chartered in 1884 as Vinton. As the Norfolk and Western railroad shops developed in Roanoke, Vinton became home to many of the workers. The community developed its own industrial base and a small retail and service downtown emerged to serve the growing population.

Like many communities, Vinton has witnessed the role of its downtown change as traditional retail has migrated to suburban locations both within Vinton and in adjacent communities. The nature of this move is compounded by the ongoing suburbanization of Roanoke and its adjacent communities.

III. Scope of Services

The Town of Vinton is requesting proposals from qualified marketing firms with expertise in building a coherent marketing message and brand for the Town of Vinton, Vinton War Memorial, and Downtown Business District. The Vinton War Memorial and Downtown Business District should be able to be recognizable on their

own but be able to be integrated in a coherent marketing and branding initiative for the Town.

The focus should be to create a brand that enhances the identity of the community as seen by its citizens, businesses, visitors, staff and Council. This will be accomplished by discovering what differentiates Vinton and its assets from the region and boosts our core competences and strengths by looking at our location in reference to the Roanoke Valley, Virginia's Blue Ridge, Parkway, Smith Mountain Lake, etc. The end product should build on this to perfect the outcome and deliverables and to produce a brand that will carry Vinton into the future while not compromising our past.

Interested firms should have the ability to:

- Concept, create and develop brand-building campaign
- Provide graphic design, copywriting, and editing services for the creation of image building and marketing promotion for the Town.
- Finalization of design or marketing materials with all copyrights belonging to the Town
- First run printing of materials to be provided by selected firm if agreed to by Town and firm.
- Presentations of design and marketing materials community groups and Town Council as required
- Develop a marketing campaign to promote the new identity to potential user groups
- Create a downtown dining guide for the Downtown Business District

IV. Submission Requirements

To be considered for selection, contractors must submit a complete response to the RFP for each application. Failure to submit all information requested may result in the rejection of the incomplete proposal.

One (1) original and one (1) hard copy of the proposal shall be submitted in a sealed envelope or package clearly marked "Town of Vinton On-call Consulting Services" by 4:00 pm May 31, 2013. Proposals should be delivered to:

Ryan Spitzer, Asst. to the Town Manager
Town of Vinton
311 S. Pollard St.
Vinton, VA 24179

In addition to the hard copy proposals, one (1) color, digital copy in .pdf format should be submitted by the application deadline to the following email:
rspitzer@vintonva.gov.

To obtain a copy of the RFP, you may contact Town Hall at (540) 983-0607 or download the RFP from <http://www.vintonva.gov/bids.aspx>. Questions regarding the RFP may be directed to Ryan Spitzer at (540) 343-1508. Questions will be answered until May 21, 2013 and all questions will be detailed and shared with all applicants by May 24, 2013.

The following information is required to be submitted for consideration. Any other information the Offeror considers important or essential to their qualifications may also be included in the submission.

- Provide an overview of your company or firm including location, number of staff, and describe all services your company provides.
- Identify key staff that would be assigned to this type of project and their qualifications.
- Identify what work, if any, and under what circumstances would be done by a separate contractor.
- Provide information regarding the company's or firm's relevant experience and qualifications related to the services requested and required criteria.
- Include examples and images of previous work completed by your company including timelines, deliverables, and costs for each example.
- List the names, addresses, and telephone numbers for four recent references that are familiar with the work your company has completed.
- Submit fee schedule and/or structure used by your company for this type of project.

V. Selection Process

Submissions will be reviewed by a committee consisting of Town of Vinton staff and citizens. The committee may, at its discretion invite finalists for a brief presentation prior to making its final decision. The Town reserves the right to modify the selection process.

VI. Award

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitted proposals. Price shall be considered, but need not be the sole determining factor. After the selection, interviews shall be conducted with Offerors selected. Negotiations will commence with the Offeror selected as best suited from the presentations as determined by the Town. If an agreement cannot be reached the next Offeror will be contacted. Should the Town determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

The Town of Vinton reserves the right to accept or reject any or all proposals, to waive any informalities or irregularities, and to accept a proposal which is deemed to be in its best interest.

VII. Evaluation

These criteria will be utilized in the evaluation of qualifications for development of the short list of those Offerors to be considered for interviews and or potential negotiations:

- The perceived ability of the Company to best meet the Town's needs based upon the understanding of the project demonstrated in the Company's response.
- The current workload of the Company and the available staff the Company can dedicate to the project.
- Qualifications and experience of the company and of the individuals who will perform the work.
- Levels of fees. The Town is fee sensitive and strives to keep fees low. However, the evaluation of fees may entail an evaluation of best value vs. cost, or consideration of other factors such as Company's proposed level of service, professionalism, etc.
- Location of Company in relation to Vinton, VA and familiarity with its citizens and Town dynamics.
- Creative display in response.
- The proposed method of work.
- References for similar projects.
- Lead time required to commence work and time required to complete the project.

General Terms and Conditions

1. **ANTI-DISCRIMINATION:** By submitting their proposals, Contractors certify to the Town that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act, and Section 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1 E).

In every contract over \$10,000 the provisions in A. and B. below apply:

A. During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers the Town of Vinton and the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Vinton and the Commonwealth of Virginia under said contract.

3. **APPLICABLE LAWS AND COURTS:** Any contract awarded shall comply fully with all local, state and federal laws and regulations. Any litigation arising from this contract will be conducted in the Circuit Court of Roanoke County, a court within the Commonwealth of Virginia.

4. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of Town of Vinton.

5. **CHANGES TO THE CONTRACT:** Changes can be made to the Contract in any of the following ways:

A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

B. The Town of Vinton may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to things such as the method of packing or shipment and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town of Vinton a credit for any savings. Said compensation shall be determined by one of the following methods:

1) By mutual agreement between the parties in writing; or

2) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to Town of Vinton's right to audit the Contractor's records and/or to determine the correct number of units independently; or

3) By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present Town of Vinton with all vouchers and records of expenses incurred and savings realized. The Town of Vinton shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town of Vinton within thirty (30) days from the date of receipt of the written order from the Town of Vinton. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, by

arbitration. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Town of Vinton or with the performance of the contract generally.

6. **CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Town Manager, Town of Vinton, 311 South Pollard Street, Vinton, Virginia 24179-2531, no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment (Code of Virginia, Section 2.2-4363). A contractor may not institute legal action prior to receipt of the Town Manager's decision on the claim, unless that office fails to render such decision within thirty (30) days. The decision of the Town Manager shall be final and conclusive unless the contractor, within six (6) months of the date of the final decision on the claim, institutes legal action as provided in the Code of Virginia, Section 2.2-4364.

7. **CLARIFICATION OF TERMS:** If any prospective Contractor has questions about the specifications or other solicitation documents, the prospective Contractor should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Town.

8. **DEBARMENT STATUS:** By submitting their proposals, Contractors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

9. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town of Vinton, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Town of Vinton may have.

10 **DRUG-FREE WORKPLACE:** In every contract over \$10,000 the following provisions apply: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against

employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

11. **EO/AA STATEMENT:** The Town of Vinton, an equal opportunity, affirmative action institution covered by presidential executive order 11246 as amended, advises all contractors, subcontractors, vendors and suppliers that direct receipt of federal funds may require appropriate action on their part.

12. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Contractors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

13. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, the Contractors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

14. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Town of Vinton and the Commonwealth of Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the Town of Vinton or failure of the Town of Vinton to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

15. **LATE PROPOSALS:** To be considered for selection, proposals must be received by the Town of Vinton Town Manager, 311 South Pollard Street, Vinton, Virginia 24179-2531, by the designated date and hour. Proposals received in the Town of Vinton Town Manager's office after the date and hour designated are automatically disqualified and will not be considered. The

Town of Vinton is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or another means of delivery. It is the sole responsibility of the Offeror to insure that its proposal reaches the Town of Vinton Town Manager's Office by the designated date and hour

16. PAYMENT:

A. TO PRIME CONTRACTOR:

- 1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Town of Vinton or state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- 2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- 3) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- 4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- 5) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).

B. TO SUBCONTRACTORS:

- 1) A contractor awarded a contract under this solicitation is hereby obligated:
 - a) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Town for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b) To notify the Town of Vinton and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Town, except for amounts withheld as stated in b. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Town.

17. **PUBLIC NOTICE OF AWARD:** Public notice of the purchase order/contract award will be posted on the Information Board located in the lobby of the Town of Vinton Municipal Building, 311 South Pollard Street, Vinton, Virginia. Award information may also be obtained by contacting the Town.

18. **QUALIFICATIONS OF CONTRACTORS:** The Town of Vinton may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the work/furnish the item(s) and the Contractor shall furnish to the Town of Vinton all such information and data for this purpose as may be requested. The Town of Vinton reserves the right to inspect Contractors physical facilities prior to award to satisfy questions regarding the Contractors capabilities. The Town of Vinton further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Contractor fails to satisfy the Town of Vinton that such Contractor is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

19. **SUPREMACY CLAUSE:** Notwithstanding any provision in the Contractors response to the contrary, the Contractor agrees that the terms and conditions contained in Town of Vinton's proposal prevail over contrary terms and conditions contained in the Contractors response.

20. **NONDISCRIMINATION OF CONTRACTORS:** An Offeror or a contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious

character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.